

Remarks

In the Office Action dated December 28, 2004, the Examiner rejected Claims 17, 18, 21-28, and 31 as allegedly being anticipated by Forward (U.S. Patent No. 6,578,011) under 35 U.S.C. §102(e).

In response to the Office Action, the Applicant has canceled Claim 21 and amended the remaining Claims to include the limitations previously included in Claim 21. Specifically, the limitations of “presenting, by the buyer, the rebate coupon to the seller during a tour; and accepting the rebate coupon by the seller during the tour” have been incorporated into independent Claims 17 and 31 using similar language. Additionally, all remaining Claims have been amended to include the step of a seller verifying the authenticity of a coupon. Support for this amendment can be found in the present specification on page 25, lines 14-17. Independent Claims 17 and 31 have also been amended to include the limitation of receipt of notice of funding of a purchase, support for which is found in the present specification on pages 26 and 27, lines 31 and 1-8 respectively.

Rejection of the Limitations in Claim 21

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). The Examiner did not indicate in the Office Action where in Forward, the limitation of “presenting, by the buyer, the rebate coupon to the seller,” located in Claim 21, can be found. The Applicant could not locate any such teaching in the Forward reference. The Applicant requests that the Examiner specifically cite the appropriate column and line in Forward that anticipates this claim, if such disclosure exists.

Applicants respectfully point out to the Examiner that Forward discloses a method in which a buyer locates a seller through an online item locator system. The buyer then contacts the

seller, completes the purchase, receives a purchase certification from the seller, returns to the item locator system and receives a coupon for an incentive, or the incentive itself. Forward does not disclose any method comprising coupon exchange from buyer to seller.

In contrast to Forward, the method and system of the present application involves a buyer locating a physical, pre-printed coupon before any contact is made with an online host system. Once the buyer locates a pre-printed coupon, the buyer uses the host system to obtain an approval code for the coupon. The buyer then takes the approved coupon to the seller for endorsement and the seller confirms the authenticity of the coupon. Finally, the buyer receives proof of funding upon purchase completion and returns to the host system with the proof of funding to receive the rebate.

The Applicant respectfully disagrees with the Examiner that the cited sections of Forward teach “accepting the rebate coupon by the seller during the tour” (col. 6 lines 10 and 42-52). Thus, the portions of Forward the Examiner points to do not teach the limitations of Claim 21, now incorporated into the remaining pending claims. In col. 6, line 10, Forward merely indicates that the item locator system 12 will confirm that payment was received from the seller 24. This neither teaches the buyer presenting the rebate coupon to the seller, nor rebate coupon acceptance by the seller. Further, in col. 6, lines 42-52, Forward discloses that the item locator system 12 provides the incentive execution 36 (coupon) to the buyer, or alternatively, that the item locator system 12 can directly provide the incentive (money or other) to the buyer. This refers to methods of rewarding the buyer upon completion of a purchase by either giving the buyer a coupon for a product or giving the buyer a rebate directly. This does not teach the buyer presenting a rebate coupon to a seller, nor the acceptance of a rebate coupon by the seller. Again, the Applicant could not locate in Forward a reference to a seller accepting a rebate coupon presented by a buyer.

Further, independent Claims 17 and 31 have been amended to include the step of a seller verifying the authenticity of a coupon. Support for this amendment can be found in the present specification on page 25, lines 14-17. Forward does not teach this aspect of the invention.

Since Forward does not disclose any method comprising coupon exchange from buyer to seller, this reference does not anticipate amended Claim 17, its dependent claims or amended

Claim 31. Also, Forward does not disclose the step of a seller verifying the authenticity of a coupon. Therefore, applicants believe this rejection has been overcome and respectfully requests its withdrawal.

Rejection of the Limitations in Claims 26-28

The Applicant further presents distinctions over the Forward reference for dependent Claims 26-28. As stated earlier, the prior art reference must teach every element of a claim in order to anticipate. Regarding Claim 26, the Examiner only addresses one part of the claim in the Office Action, namely “aggregating by the host system selected properties into a group for further processing actions as a group.” However, the Examiner does not address the other two steps of the Claim. The Applicant requests that the Examiner specifically cite the appropriate column and line in Forward that anticipate these steps, if such a disclosure exists. The Applicant was unable to locate any language in the Forward reference that would anticipate these steps. The Applicant contends that the Forward reference does not teach steps which involve the ranking of data prior to results delivery or capturing evaluation of toured property.

Regarding Claim 27, the Forward reference does not teach the use of remote 3rd party listing inventory databases. The Applicant was unable to locate in Forward a reference to the use of 3rd party listing databases. The Applicant requests that the Examiner specifically cite the appropriate column and line in Forward that anticipate this claim, if such a disclosure exists. The Applicant contends that the Forward reference does not teach the use of 3rd party listing databases.

Furthermore, the Forward reference does not teach all of the limitations of Claim 28. The Forward reference does not teach the step of “selectively providing to remotely accessing users said buyer profile.” This step, in effect, allows for the buyer profile information to be shared with sellers via the Internet system. The Forward patent does not teach this aspect of Claim 28. Again, the Applicant was unable to locate in Forward a reference to “selectively providing to remotely accessing users said buyer profile.” The Applicant requests that the Examiner specifically cite the appropriate column and line in Forward that anticipates this step, if such a disclosure exists. The Applicant contends that the Forward reference does not teach this step.

The present Claims as amended are no longer anticipated by the Forward reference, and as such, are in condition for allowance.

Applicants respectfully request allowance of all the outstanding claims. The Examiner is invited and encouraged to contact directly the undersigned if such contact may enhance the efficient prosecution of this application to issue.


A Credit Card Payment Form PTO-2038 authorizing payment in the amount of \$510 is enclosed. This amount is believed to be correct; however, the Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 14-0629. Respectfully submitted,


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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Attention: MAIL STOP AMENDMENT, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated below.


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Date

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